



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. (a) GOVERNMENTAL POLICE POWER.
- (b) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL PROTECTION.
- (c) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART.
- (d) THE EFFECT OF ANY VIOLATION OF THE MATTERS EXCLUDED UNDER (a), (b) OR (c) ABOVE, UNLESS NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION HAS BEEN RECORDED AT DATE OF POLICY IN THOSE RECORDS IN WHICH UNDER STATE STATUTES DEEDS, MORTGAGES, LIS PENDENS, LIENS OR OTHER TITLE ENCUMBRANCES MUST BE RECORDED IN ORDER TO IMPART CONSTRUCTIVE NOTICE TO PURCHASERS OF THE LAND FOR VALUE AND WITHOUT KNOWLEDGE; PROVIDED, HOWEVER, THAT WITHOUT LIMITATION, SUCH RECORDS SHALL NOT BE CONSTRUED TO INCLUDE RECORDS IN ANY OF THE OFFICES OF FEDERAL, STATE OR LOCAL ENVIRONMENTAL PROTECTION, ZONING, BUILDING, HEALTH OR PUBLIC SAFETY AUTHORITIES.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest, provided, however, this

purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as re-

final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule C consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect

such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 114 E. Fifth Street, Santa Ana, California, or to the office which issued this policy.



First American Title Insurance Company



SCHEDULE A

TOTAL FEE FOR TITLE, EXAMINATION
AND TITLE INSURANCE \$2,622.00

AMOUNT OF INSURANCE: \$1,000,000.00

POLICY NO. 2006318-40

DATE OF POLICY: MARCH 28, 2000 AT 8:00 A.M.

1. NAME OF INSURED:

ELI BROAD TRUSTEE OF THE ELI BROAD REVOCABLE TRUST DATED 8/21/98; NANCY M. DALY, TRUSTEE OF THE NANCY M. DALY LIVING TRUST DATED 5/23/97; MATTHEW G. KRANE AND SAMUEL N. FISCHER, TRUSTEES OF THE GAMMA FAMILY TRUST DATED 10/30/97.

2. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF POLICY VESTED IN:

ELI BROAD TRUSTEE OF THE ELI BROAD REVOCABLE TRUST DATED 8/21/98, AS TO AN UNDIVIDED 1/3 INTEREST; NANCY M. DALY, TRUSTEE OF THE NANCY M. DALY LIVING TRUST DATED 5/23/97, AS TO AN UNDIVIDED 1/3 INTEREST; MATTHEW G. KRANE AND SAMUEL N. FISCHER, TRUSTEES OF THE GAMMA FAMILY TRUST DATED 10/30/97, AS TO AN UNDIVIDED 1/3 INTEREST.

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS POLICY IS:

A FEE.



SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

1. GENERAL AND SPECIAL TAXES, A LIEN NOT YET PAYABLE, FOR THE FISCAL YEAR 1999-2000.
- 1A. THE LIEN OF SUPPLEMENTAL TAXES AND/OR ADJUSTED TAXES, IF ANY, ASSESSED PURSUANT TO THE CALIFORNIA REVENUE AND TAXATION CODE.
2. COVENANTS, CONDITIONS AND RESTRICTIONS BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USC 3604 (C) AS PROVIDED IN A DOCUMENT,
RECORDED: IN BOOK 3799 PAGE 341 OFFICIAL RECORDS.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT NOR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.
3. THE RIGHT TO MAINTAIN EXISTING EXCAVATIONS OR EMBANKMENT SLOPES BEYOND THE LIMITS OF THE ESTATE HIGHWAY, ADJOINING SAID LAND, AS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 8, 1937 IN BOOK 15228 PAGE 342 OFFICIAL RECORDS.
4. AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT
FOR: INSTALLATION, REPAIR AND MAINTENANCE OF A PIPELINE OF LINES FOR THE TRANSMISSION OF WATER.
AFFECTS: THE NORTHERLY 5 FEET OF SAID LAND.
RECORDED: SEPTEMBER 27, 1938 IN BOOK 16057 PAGE 211 OFFICIAL RECORDS.
5. AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT
FOR: POLE LINES, CONDUITS.
AFFECTS: THE NORTHERLY 2 FEET OF SAID LAND, AS FURTHER SHOWN THEREIN.
RECORDED: SEPTEMBER 5, 1941 IN BOOK 18726 PAGE 186 OFFICIAL RECORDS.
6. AN UNLOCATED EASEMENT FOR THE PURPOSES SHOWN AND INCIDENTAL PURPOSES AS PROVIDED IN A DOCUMENT
FOR: EXCAVATION AND EMBANKMENT SLOPES.
RECORDED: IN BOOK 16991 PAGE 216 OFFICIAL RECORDS.
7. A CONDITIONAL CERTIFICATE OF COMPLIANCE, EXECUTED BY THE DEPARTMENT OF REGIONAL PLANNING, COUNTY OF LOS ANGELES, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN, RECORDED JANUARY 13, 1978 AS INSTRUMENT NO. 78-52415 AND RE-RECORDED FEBRUARY 16, 1978 AS INSTRUMENT NO. 78-177320.

SAID DOCUMENT RECITES:

1. THE LOS ANGELES COUNTY ROAD DEPARTMENT REQUIRES:



THE DEDICATION BY SEPARATE INSTRUMENT FIFTY (50) FEET FROM THE LATEST COUNTY ENGINEER APPROVED CENTERLINE OF PACIFIC COAST HIGHWAY.

THE DEDICATION TO THE COUNTY THE RIGHT TO RESTRICT ACCESS TO PACIFIC COAST HIGHWAY.

2. A LETTER OF CLEARANCE FROM THE SOUTH COAST REGIONAL COMMISSION.

3. PRIOR TO THE ISSUANCE OF DEVELOPMENT PERMITS THE DEPARTMENT OF BUILDING AND SAFETY AND THE DEPARTMENT OF HEALTH SERVICES WILL REQUIRE ADDITIONAL CONDITIONS..

8. THE PUBLIC RIGHTS, IF ANY, OF NAVIGATION OR FISHING.

9. A CONDITIONAL CERTIFICATE OF COMPLIANCE, EXECUTED BY THE DEPARTMENT OF REGIONAL PLANNING, COUNTY OF LOS ANGELES, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN, RECORDED AUGUST 31, 1988 AS INSTRUMENT NO. 88-1387426.

SAID DOCUMENT RECITES:

DEDICATE TO THE COUNTY THE RIGHTS-TO-RESTRICT-ACCESS FROM THE SUBJECT PROPERTY TO PACIFIC COAST HIGHWAY.

NOTE: "PRIOR TO AUTHORIZATION TO BUILD ON THIS PROPERTY, THE APPLICANT WILL BE REQUIRED TO CONFORM TO THE COUNTY BUILDING REGULATIONS. SUCH REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, PROGRAMS FOR APPROPRIATE SANITARY SEWAGE DISPOSAL AND WATER SUPPLY FOR DOMESTIC USE AND FIRE SUPPRESSION."

GEOLOGIC, SOILS AND/OR DRAINAGE CONDITIONS ON THE SUBJECT PROPERTY MAY LIMIT DEVELOPMENT OR NECESSITATE THAT REMEDIAL MEASURES BE TAKEN IN ORDER TO OBTAIN A BUILDING PERMIT.

10. PROVISIONS IN A DEED DATED DECEMBER 6, 1988 RECORDED DECEMBER 19, 1988 AS INSTRUMENT NO. 88-2020930, WHICH AMONG OTHER THINGS PROVIDES FOR THE FOLLOWING:

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, PEPPERDINE UNIVERSITY, A CORPORATION, HEREINAFTER REFERRED TO AS OWNER, DOES HEREBY DEDICATE TO THE COUNTY OF LOS ANGELES THE RIGHT TO RESTRICT ACCESS TO OR FROM THAT PORTION OF PACIFIC COAST HIGHWAY IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OVER AND ACROSS THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND IN RANCHO TOPANGA MALIBU SEQUIT, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGES 414, 415 AND 416 OF PATENTS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO PEPPERDINE UNIVERSITY, A CORPORATION, RECORDED ON DECEMBER 20, 1985 AS INSTRUMENT NO. 85-1506632, IN THE OFFICE OF SAID REGISTRAR-RECORDER.

THIS RIGHT TO RESTRICT ACCESS TO OR FROM SAID PORTION OF PACIFIC COAST HIGHWAY ADJOINING THE HEREIN OWNER PROPERTY, SHALL REMAIN IN EFFECT AS LONG AS SAID PACIFIC COAST HIGHWAY REMAINS A PUBLIC HIGHWAY.

11. A CONDITIONAL CERTIFICATE OF COMPLIANCE, EXECUTED BY THE DEPARTMENT OF REGIONAL PLANNING, COUNTY OF LOS ANGELES, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN, RECORDED JANUARY 18, 1989 AS INSTRUMENT NO. 89-88039.



SAID DOCUMENT RECITES:

NOTES: PROSPECTIVE PURCHASERS SHOULD CHECK SITE CONDITIONS AND APPLICABLE DEVELOPMENT CODES TO DETERMINE WHETHER THE PROPERTY IS SUITABLE FOR THEIR INTENDED USE.

"PRIOR TO AUTHORIZATION TO BUILD ON THIS PROPERTY, THE APPLICANT WILL BE REQUIRED TO CONFORM TO THE COUNTY BUILDING REGULATIONS. SUCH REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, PROGRAMS FOR APPROPRIATE SANITARY SEWAGE DISPOSAL AND WATER SUPPLY FOR DOMESTIC USE AND FIRE SUPPRESSION."

GEOLOGIC, SOILS AND/OR DRAINAGE CONDITIONS MAY EXIST ON THE SUBJECT PROPERTY WHICH COULD LIMIT DEVELOPMENT OR NECESSITATE THAT REMEDIAL MEASURES BE TAKEN IN ORDER TO OBTAIN A BUILDING PERMIT.

WITH RESPECT TO THE SUBJECT PROPERTY ONLY, THIS CERTIFICATE RELEASES THE NOTICE OF VIOLATION (V-10075) RECORDED AS DOCUMENT 82-237692 (PREVIOUSLY RELEASED BY 86-190703 FEBRUARY 12, 1986).

12. AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC STREET, ROAD OR HIGHWAY PURPOSES,

AFFECTS: THAT PORTION OF RANCHO TOPANGA MALIBU SEQUIT, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGES 407 TO 416 OF PATENTS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES, WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 2" IN DEED TO PATRICK J. KEEGAN AND GEORGE STANTON, RECORDED ON DECEMBER 21, 1989 AS DOCUMENT NO. 89-2051125, IN THE OFFICE OF SAID REGISTRAR-RECORDER, LYING NORTHERLY OF A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF PACIFIC COAST HIGHWAY, 80 FEET WIDE, AS SAID CENTER IS SHOWN ON MAP OF COUNTY SURVEYOR'S MAP NO. B-2868-2 ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY.

RECORDED: JULY 17, 1990 AS INSTRUMENT NO. 90-1246371.

13. AN INSTRUMENT ENTITLED DEED, DATED JULY 11, 1990, EXECUTED BY AND BETWEEN PATRICK J. KEEGAN AND GEORGE STANTON AND COUNTY OF LOS ANGELES RECORDED JULY 17, 1990 AS INSTRUMENT NO. 90-1246372.

SAID INSTRUMENT RECITES, AMONG OTHER THINGS, THE FOLLOWING:

DEDICATE TO THE COUNTY OF LOS ANGELES THE RIGHT TO RESTRICT ACCESS TO OR FROM THAT PORTION OF PACIFIC COAST HIGHWAY, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO PATRICK J. KEEGAN AND GEORGE STANTON RECORDED ON DECEMBER 21, 1989 AS DOCUMENT NO. 89-2051125 IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES AND A LINE PARALLEL AND CONCENTRIC WITH AND 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF PACIFIC COAST HIGHWAY AS SAID CENTER LINE IS SHOWN ON



MAP OF COUNTY SURVEYOR'S MAP NO. B-2868 SHEET 2 ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY; THENCE EASTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO THE EASTERLY LINE OF SAID PARCEL 2.

THIS RIGHT TO RESTRICT ACCESS TO OR FROM SAID PORTION OF PACIFIC COAST HIGHWAY, ADJOINING THE HEREIN GRANTOR'S PROPERTY, SHALL REMAIN IN EFFECT AS LONG AS SAID PACIFIC COAST HIGHWAY REMAINS A PUBLIC HIGHWAY.

NOTWITHSTANDING ANY OTHER PROVISION(S) OF THIS DOCUMENT, OWNER(S)/OR OTHER INTERESTED PARTY(S) SHALL NOT BE DENIED ALL RIGHTS TO VEHICULAR ACCESS TO THE PROPERTY WHICH IS DESCRIBED HEREIN.

14. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SOME PORTION OF SAID LAND IS TIDE OR SUBMERGED LANDS OR HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETION TO SUCH PORTIONS SO CREATED.



SCHEDULE C

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PORTION OF RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, AS CONFIRMED TO MATTHEW KELLER, BY PATENT RECORDED IN BOOK 1 PAGE 407, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEERS CENTER LINE STATION 1069 PLUS 63.96 FEET OF THAT CERTAIN CENTER LINE COURSE OF THE 80 FOOT STRIP OF LAND DESCRIBED IN DEED FROM T. R. CADWALADER, ET AL., TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228 PAGE 342, OFFICIAL RECORDS; SAID 80 FOOT STRIP ALSO BEING SHOWN AS PACIFIC COAST HIGHWAY ON COUNTY SURVEYOR'S MAP NO. 8658, AS FILED IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY; THENCE NORTH 77° 25' 30" EAST, 50.02 FEET; THENCE AT RIGHT ANGLES, 40.10 FEET MORE OR LESS TO THE SOUTH LINE OF SAID 80 FOOT STRIP; THENCE SOUTH 13° 18' 45" EAST 133.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE; THENCE WESTERLY ALONG SAID MEAN HIGH TIDE LINE TO THE INTERSECTION OF THAT CERTAIN COURSE SHOWN AS SOUTH 12° 24' 34" EAST AS SHOWN ON SAID COUNTY SURVEYOR'S MAP NO. 8658 PASSING THROUGH THE POINT OF BEGINNING; THENCE NORTH 12° 24' 34" WEST IN A DIRECT LINE TO THE POINT OF BEGINNING.

INCLUDING THAT PORTION LYING 30.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM SAID COURSE SHOWN AS SOUTH 12° 24' 34" EAST ON SAID COUNTY SURVEYOR'S MAP NO. 8658.

EXCEPT THAT PORTION LYING WITHIN SAID PACIFIC COAST HIGHWAY.

EXCEPT ALL WATER, MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LANDS, AND EVERY PART THEREOF, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUCTED AS RESERVING UNTO GRANTOR THE RIGHT TO GO UPON THE SURFACE OF SAID LANDS TO EXTRACT SAID SUBSTANCES, BUT THERE IS EXPRESSLY RESERVED UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT TO DRILL INTO, UNDER, ACROSS AND THROUGH SAID LANDS AT DEPTHS BELOW 500 FEET FROM THE SURFACE OF SAID LANDS FOR THE PURPOSE OF TAKING, RECOVERING AND REMOVING SAID SUBSTANCES IN, ON, WITHIN, UNDER AND THAT MAY BE PRODUCED FROM SAID LANDS, AND EVERY PART THEREOF, AND IN, ON, WITHIN, UNDER AND THAT MAY BE PRODUCED FROM ANY OTHER LAND IN THE AREA, AS RESERVED IN A DEED RECORDED DECEMBER 9, 1977 AS INSTRUMENT NO. 77-1359913.

ALSO EXCEPT THEREFROM THOSE PORTIONS OF SAID LAND, ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL, OTHER MINERAL AND HYDROCARBON SUBSTANCES AND WATER LYING IN, ON, WITHIN, UNDER AND THAT MAY BE PRODUCED OR EXTRACTED FROM SAID PROPERTY AND EVERY PART THEREOF; PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE THE RIGHT TO GO UPON THE SURFACE OR WITHIN THE UPPER 500 FEET MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF SAID PROPERTY, BUT THERE IS EXPRESS RIGHT TO DRILL INTO, UNDER, ACROSS AND THROUGH SAID PROPERTY AT DEPTHS BELOW 500 FEET FROM THE SURFACE FOR THE PURPOSE OF TAKING, RECOVERING AND REMOVING SAID SUBSTANCES IN, ON, WITHIN, UNDER AND THAT MAY BE PRODUCED OR EXTRACTED FROM SAID PROPERTY, EVERY PART THEREOF AND ANY OTHER PROPERTY IN THE AREA, AS RESERVED IN DEED RECORDED DECEMBER 21, 1989 AS INSTRUMENT NO. 89-2051124.

ENDORSEMENT

Attached to Policy No. 2006318-40

Issued By

First American Title Insurance Company

The Company hereby insures against loss which the Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no present violations on the land of any enforceable covenants, conditions or restrictions;
 - (b) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on the land onto adjoining lands, nor any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest by the Insured, of any covenants, conditions or restrictions.
3. Damage to existing building improvements,
 - (a) which are located or encroach upon the portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain the easement for the purposes for which the same was granted or reserved;
 - (b) resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection.

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

ORDER NO. 2006318-40

This endorsement is made a part of the policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

By: *A. J. [Signature]*
Authorized Signatory.



F.A. Form 31.1 (8/26/91)
ALTA Extended Owner
(Improved Land)
Restrictions, Encroachments & Minerals

ENDORSEMENT

Attached to Policy No. 2006318-40

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as PACIFIC COAST HIGHWAY.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

By: 
Authorized Signatory

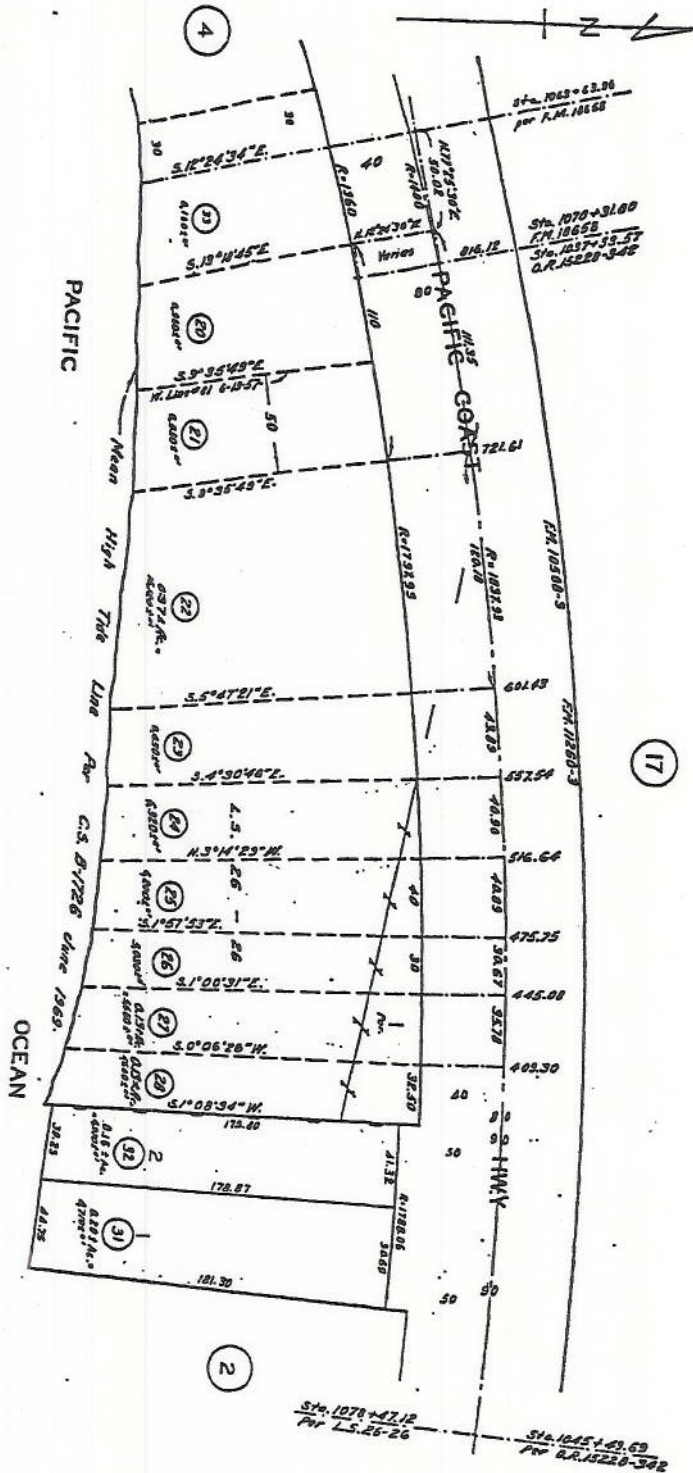


SCALE 1" = 60'

1992

910902004002-07
910606

761129403



CODE
10865

FOR PREV. ASSMT SEE:
4451-3A38

LAND OF MATTHEW KELLER IN THE RANCHO
TOPANGA MALIBU SEQUIT R.F.534
PARCEL _MAP _ P.M. 72-75-76

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

ENDORSEMENT

Attached to Policy No. 2006318-40

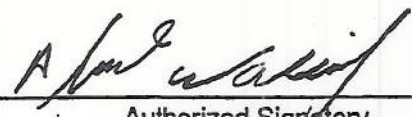
Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Schedule C to constitute a lawfully created parcel according to the Subdivision Map Act (Section 66410, et seq., of the California Government Code) and local ordinances adopted pursuant thereto.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

By: 
Authorized Signatory



CLTA Form 116.7 (Modified) (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender
Subdivision Map Act Endorsement